

Qwest Corporation
Law Department
(612) 672-8905-Phone
(612) 672-8911-Fax

Jason D. Topp
Corporate Counsel

200 South 5th Street, Room 2200
Minneapolis, MN 55402



July 15, 2010

Mr. Darrell Nitschke
Executive Secretary
North Dakota Public Service Commission
600 East Boulevard Avenue, 12th Floor
Bismarck, ND 58505-0480

Re: Transit Traffic Update Amendment to the Interconnection Agreement between
Qwest Corporation and Val-Ed Joint Venture, LLP dba 702 Communications
for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Transit Traffic Update Amendment to the Interconnection Agreement between Qwest Corporation and Val-Ed Joint Venture, LLP dba 702 Communications for the State of North Dakota.

Contact information for Val-Ed Joint Venture, LLP dba 702 Communications is as follows:

James Walter
Val-Ed Joint Venture, LLP
dba 702 Communications
702 Main Avenue
Moorhead, MN 56560
(218) 284-5702
jwalter@702com.net

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jason D. Topp", is written over a horizontal line.

Jason D. Topp

JDT/bardm
Enclosure

cc: James Walter (via e-mail)
Gina Buchholtz (via e-mail)

**Transit Traffic Update Amendment
to the Interconnection Agreement between
Qwest Corporation and
Val-Ed Joint Venture LLP dba 702 Communications
for the State of North Dakota**

This Amendment ("Amendment") is to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Val-Ed Joint Venture LLP dba 702 Communications ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") which was approved by the Commission; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Transit Traffic rates of the Agreement are hereby amended by replacing Section 7.9.1 and Section 7.9.2 Local & IntraLATA Toll Transit, per Minute of Use as reflected in Exhibit A, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties'

authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Val-Ed Joint Venture LLP
dba 702 Communications



Signature

James Walter

Name Printed/Typed


President / CEO

Title

6-14-2010

Date

Qwest Corporation



Signature

L.T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

6/21/10

Date

				Recurring	Recurring Per Mile	Non- Recurring	REG C	MILE	REG C	MILE
	7.9.1	Local Transit, per Minute of Use		\$0.002205			@			
	7.9.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 15 Miles)		Qwest's North Dakota Access Service Catalog	Qwest's North Dakota Access Service Catalog					